

CLEARWATER FERRY FUNDING AGREEMENT

THIS CLEARWATER FERRY FUNDING AGREEMENT (“Agreement”) is entered into effective _____, 2025 (“Effective Date”) by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (“PSTA”), and the CITY OF CLEARWATER, FLORIDA, a municipal corporation, with its principal place of business located at 600 Cleveland Street, Clearwater, Florida 33756 (“City of Clearwater”), (collectively, the “Parties”).

WHEREAS, pursuant to that certain Clearwater Ferry Operation Agreement (“Operation Agreement”) with Clearwater Ferry Services, LLC (“Vendor”), which is attached to this Agreement as Exhibit A, PSTA has procured the use of ferry services to the public in and around the City of Clearwater (“Ferry Services”); and

WHEREAS, the Operation Agreement provides that PSTA will make certain funding contributions to Vendor in exchange for ferry services; and

WHEREAS, the Parties, recognizing the benefits that the Ferry Services provided by Vendor will bring, desire to make a contribution to PSTA toward PSTA’s financial obligations under the Operation Agreement, on the terms and conditions set forth in this Agreement; and

WHEREAS, PSTA will not enter into the Operation Agreement without the shared contributions of the City of Clearwater, as contemplated by this Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS AND EXHIBITS.** The above recitals and attached exhibits are true and correct and incorporated herein by reference.
2. **CONTRIBUTION.** City of Clearwater will contribute toward PSTA’s financial obligations under the Operation Agreement for the Ferry Services beginning with the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“FY 2025”) in exchange for Ferry Services for 10-hours a day on every Thursday between the Clearwater Beach Marina and the Clearwater Downtown Marina.
3. **PAYMENT.** PSTA shall send an invoice to the City of Clearwater no later than the 15th day of the month following the service which will be based on vendor revenue hours approved by PSTA. The contributions made under this Agreement and sent via invoice will be paid directly to PSTA on the 15th day of the month following receipt of each invoice. In any event, the total contribution amount from the City of Clearwater shall not exceed \$130,625.22 for the life of the agreement, or \$32,656.31 annual average.

4. **ANNUAL APPROPRIATIONS; FAILURE TO MAKE PAYMENT.** In the event that the City of Clearwater determines that sufficient budgeted funds are not available to appropriate for payments due to PSTA under this Agreement, the City of Clearwater shall notify PSTA of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period, and the City of Clearwater shall not owe PSTA any further contribution towards PSTA's financial obligations under the Operation Agreement. However, in the event this Agreement is terminated, such termination may result in the termination of the Ferry Services. For purposes of this Section, the term "fiscal period" means the period between October 1st and September 30th.
5. **EFFECTIVE DATE; CONFLICTS.** This Agreement shall take effect on the Effective Date and shall continue through September 30, 2028, the expiration or termination of the Operation Agreement, however terminated, or expiration or termination of this Agreement as provided herein, whichever occurs first. To the extent that this Agreement conflicts with the Operation Agreement, the provisions of this Agreement shall govern. This Agreement may be renewed for one additional three-year term upon the mutual written agreement of the Parties.
6. **DOCKING LOCATION.** The City of Clearwater will provide a docking location at the Clearwater Beach Marina and the Clearwater Downtown Marina for the Clearwater Ferry for the purpose of passenger pick-up and drop-off during the duration of this Agreement.
7. **REPRESENTATIONS AND WARRANTIES.** The Parties represent and warrant that they are authorized to enter into this Agreement without the consent or joinder of any other person or entity and that the individuals executing this Agreement have full power and authority to bind their respective parties hereto. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Operation Agreement.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective parties contained within this Agreement. Excluded from

any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

PSTA shall not indemnify or hold harmless the City for any claims, damages, losses, liabilities, or expenses arising out of or resulting from the negligent acts or omissions of the Ferry Operator. This exclusion applies regardless of the cause or any contributory factors to such negligence.

PSTA shall require the Ferry Operator to indemnify, defend and hold harmless the City from and against any and all claims, damages, losses, liabilities, or expenses arising out of or resulting from the acts or omissions of the Ferry Operator in connection with the operations of the ferry service.

9. **ELECTRONIC SIGNATURES; COUNTERPARTS.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

ATTEST:



Rachael Cappolla
Executive Assistant/Records Manager

PINELLAS SUNCOAST TRANSIT AUTHORITY



Brad Miller, Chief Executive Officer

James Bradford For Brad Miller
Acting 01/14/25

APPROVED AS TO FORM:



Alan S. Zimmet, General Counsel

Countersigned:

CITY OF CLEARWATER, FLORIDA

Mayor

City Manager

Approved as to form:

Attest:

City Attorney

City Clerk